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**COURT CONSOLIDATION AGREEMENT
BETWEEN THE CITY OF SIERRA VISTA
AND COCHISE COUNTY**

THIS IS AN AGREEMENT, made and entered into as of the 14th day of November, 2006, by and between the County of Cochise, a body politic, hereinafter called "COUNTY" and the City of Sierra Vista, a municipal corporation, hereinafter called "CITY", and is approved by the Presiding Judge of the Superior Court in and for Cochise County, and is created by the power and authority granted by the laws of the State of Arizona.

RECITALS

WHEREAS, COUNTY and CITY find it mutually beneficial to consolidate the Justice Court Precinct V and the City Magistrate Court.

WHEREAS, such consolidation will eliminate confusion to the public and provide cost effective services to the residents of the area.

WHEREAS, CITY and COUNTY are authorized to enter this Intergovernmental Agreement pursuant to Arizona Revised Statutes §22-101 et. seq., §22-402, and §11-951 et. seq.

NOW, THEREFORE THE PARTIES AGREE AS FOLLOWS:

I. PURPOSE

The purpose of this agreement is to provide for a more efficient use of existing criminal justice personnel and facilities; provide for the filing, in the Justice Court, of all traffic and criminal violations occurring within the City of Sierra Vista; and provide for the use of existing Justice Court facilities for the operation of the Sierra Vista Magistrate Court for the enforcement of City ordinances and regulations.

II. LOCATION

The Sierra Vista Magistrate Court will initially be located at the current location of the Justice Court, Precinct V, 4001 E. Foothills Drive, Sierra Vista, Drive, but it is anticipated that both courts will be moved in the near future to 100 Colonia de Salud, Sierra Vista, Arizona.

III. DUTIES OF THE COUNTY

A. The COUNTY will operate the Justice Court and will also be responsible for performance of the following related functions:

1. All prosecutions, incarcerations and defense of indigent defendants appearing before the Justice Court for cases that arise or have arisen within the corporate limits of the CITY.

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2. Transportation and incarceration of defendants appearing before the Justice Court as a result of citations issued by the Cochise County Sheriff's Department and the Arizona Department of Public Safety.
 3. Transportation and incarceration of defendants appearing before the Justice Court as a result of a public offense occurring outside the limits of the City of Sierra Vista.
 4. Service of process as required by law for parties appearing before the Justice Court as a result of citations or long form complaints issued by the Cochise County Sheriff's Department or the Arizona Department of Public Safety.
 5. Service of process as required by law for parties appearing before the Justice Court as a result of a public offense or long form complaint occurring either within or without the limits of the City of Sierra Vista.
 6. Service of process as required by law for parties appearing before the Justice Court for all Orders of Protection and Injunctions Against Harassment.
- B. COUNTY shall provide space and, except as provided in paragraph IV.I, clerical support for holding the Magistrate Court sessions and handling all Magistrate files. Additionally, COUNTY shall provide space for all clerical personnel necessary for handling all Magistrate Court cases, both new and pending, and shall arrange for collecting any fines and scheduling trials. COUNTY shall staff this consolidated court as it deems appropriate
- C. Except as expressly provided herein, the Justice Court shall collect and retain or disburse to the State of Arizona, as may be required by law, all revenues generated for or on behalf of the Magistrate Court and this consolidated court.
- D. Commencing January 1, 2007 the County shall provide a monthly report to the City identifying the quantity of City generated civil traffic cases, criminal traffic cases, criminal cases, and the amount of City generated revenues, including all fees, from those cases,.

IV. DUTIES OF CITY

- A. CITY shall cause all cases, which could otherwise be processed in the City Magistrate Court to be referred to the Justice Court, except for all City Ordinance violations.

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- B. CITY understands and agrees that, in consideration of COUNTY'S operation of the consolidated court, CITY shall be responsible for performance of the following related functions:
1. Initial transportation, upon arrest, to a County Jail facility of defendants appearing before the Justice Court as a result of citations issued by the City of Sierra Vista Police Department.
 2. Service of process as required by law for parties appearing before the Justice Court for all matters arising under the ordinances of the City of Sierra Vista.
- C. CITY understands and agrees that, in consideration of COUNTY'S operation of the consolidated court, COUNTY shall be entitled to any and all fines, fees or other similar revenues for civil or criminal misdemeanor cases arising within the boundaries of the Justice Court, after the effective date of this Agreement, which are within the jurisdiction of Justice Court Precinct V or the Sierra Vista Magistrate Court, including those cases arising within the corporate limits of the City of Sierra Vista. The CITY shall be entitled to retain the revenues collected for all civil judgments that may be awarded to the CITY for the collection of damages, unpaid fees for CITY services, interest and late charges, and other similar types of civil recoveries, excluding fines and penalties.
- D. CITY shall have the sole authority to select its City Magistrate and Assistant City Magistrate, pursuant to law, and make all necessary arrangements to compensate said Magistrate for services. The compensation of the Magistrate shall be independent of said revenue and shall be the sole responsibility of the CITY.
- E. CITY shall have the sole responsibility for providing all enforcement and prosecution of all cases that are brought before the City Magistrate for the enforcement of CITY ordinances and regulations.
- F. CITY shall be responsible for providing transportation to the designated facility for such prisoners who are taken into custody by the CITY or, at the option of the COUNTY, shall reimburse COUNTY for its costs in providing such transportation.
- G. CITY shall assume financial responsibility for funding the costs of prosecution and its associated clerical support in the Consolidated Court arising out of cases generated by or within the CITY, which shall encompass one entry level prosecutor position and two clerk positions in the Consolidated Court. For FY2007, the CITY shall pay to COUNTY the sum of \$65,000 and for FY2008 the payment shall be \$99,500. In addition, the revenues collected and retained by the COUNTY from CITY Ordinance violations shall partially offset these costs. Should the Agreement be extended beyond FY2008, the above amounts and offsetting revenue shall be reevaluated and mutually agreed upon by said Parties.

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- H.. CITY shall reimburse COUNTY on a quarterly basis for all costs associated with these employees, based upon a written demand presented by the COUNTY that includes an itemization of all such costs incurred in the prior quarter.
- I. As conditions precedent to the COUNTY'S obligation to provide services with respect to City Ordinances pursuant to the Addendum, CITY shall:
 - 1. Appoint the Justice of the Peace for Precinct V as Sierra Vista City Magistrate and the County-approved Justice of the Peace ProTem as the Assistant City Magistrate, if an Assistant City Magistrate is needed by the City; and,
 - 2. Renew such appointment or make a new appointment in accord with Subparagraph 1 above as required by election of a new Justice of the Peace, applicable CITY law, or resignation of an incumbent Justice of the Peace followed by appointment of another individual or otherwise.

The COUNTY shall have no duties or obligations pursuant to this Agreement unless such appointment has been made and accepted by the designated individual and is effective.

V. INDEMNIFICATION AND INSURANCE

COUNTY agrees to hold harmless CITY, its officers, employees and agents from all losses, suits, damages or costs of any kind, including reasonable attorney's fees, defense costs and expense arising from COUNTY'S performance pursuant to this agreement. It is understood and agreed that COUNTY may elect to self-insure against any or all of the risks identified in this section. COUNTY shall provide CITY with current insurance certificates or the evidence of coverage as appropriate.

CITY agrees to hold harmless COUNTY, its officers, employees and agents from all losses, suits, damages or costs of any kind, including reasonable attorney's fees, defense costs and expense arising from CITY'S performance pursuant to this agreement. It is understood and agreed that CITY may elect to self insure against any or all of the risks identified in this section. CITY shall provide COUNTY with current insurance certificates or the evidence of coverage as appropriate.

VI. TERM AND TERMINATION

A. The initial term of this agreement shall begin on September 1, 2006 and shall continue through June 30, 2008, provided that it shall become effective only upon filing with the Cochise County Recorder, after having been approved by the CITY and COUNTY. Thereafter, the agreement shall be automatically renewed for successive one-year terms for a period of five (5) years starting July 1, 2008, unless terminated as provided herein.

B. Either party may terminate this agreement as of the end of the initial contract term or any renewal, upon written notice to the other party no less than 180 days prior to expiration of the current term, or 60 days prior to the expiration of the current term, in the event that the COUNTY provides notice of intent to adjust the reimbursement terms of the Agreement and the parties are unable to mutually agree to said terms.

C. Pursuant to Arizona Revised Statutes §38-511, incorporated herein by reference, the parties understand and agree that this agreement is subject to cancellation by CITY or its department or agencies if any person significantly involved in initiating, negotiating, securing, drafting, or creating the contract on behalf of the CITY, or its department or agencies is, at any time, while the contract or any extension of the contract is in effect, an employee or agent of any other party of the contract with respect to the subject matter of the contract.

D. Pursuant to Arizona Revised Statutes §38-511, incorporated herein by reference, the parties understand and agree that this agreement is subject to cancellation by COUNTY or its department or agencies if any person significantly involved in initiating, negotiating, securing, drafting, or creating the contract on behalf of the COUNTY, or its department or agencies is, at any time, while the contract or any extension of the contract is in effect, an employee or agent of any other party of the contract with respect to the subject matter of the contract.

E. The parties do not anticipate any acquisition of joint property under this agreement. In the event of termination, any property supplied by CITY pursuant to this agreement shall be and remain the property of CITY. Any property owned or purchased by COUNTY which is used to provide the services pursuant to this agreement shall be and remain property of the COUNTY.

VII. WAIVER

Waiver, or the failure of either party at any time to require performance by the other, of any provision herein, shall in no way affect the party's subsequent rights and obligations under that provision. Waiver by either party of any breach or any provision herein shall not be taken or held to be a waiver of any succeeding breach of such provision or waiver of such provision itself.

VIII. ENTIRE AGREEMENT

This written agreement, constitutes the entire agreement between the parties with respect to the subject matter hereof, and shall supersede all previous proposals, negotiations, representations, commitments, writing, and agreements. It may not be released, discharged, charged or modified, except by an instrument in writing, signed by a duly authorized representative of each of the parties except as expressly provided otherwise in this agreement.

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IX. RIGHTS OF THE PARTIES ONLY

The terms of this agreement are intended only to define the respective rights and obligations of the parties. Nothing expressed herein shall break any rights or duties in favor of any potential third party beneficiary or other person, agency or organization.

X. NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

To the extent required by law, the parties shall comply with Title VII of the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act, and State Executive Order No. 75-5 which mandated that all persons, regardless of race, religion, handicap, color, age, sex, political affiliation or national origin shall have equal access to employment opportunities. Both parties shall comply with: (1) the Rehabilitation Act of 1973, as amended, which prohibits discrimination in the employment or advancement in employment of qualified persons because of physical or mental handicap; (2) all applicable federal regulations regarding equal employment opportunity and relevant orders issued by the U.S. Secretary of Labor; and (3) all applicable provisions of the Americans Disabilities Act (Public Law 101-336, 42 U.S.C. §12101-12213) and all applicable Federal Regulations under the Act including 28 CFR Parts 35 & 36.

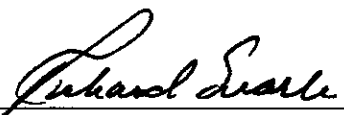
XI. APPROVAL OF THE PARTIES

Before the Agreement shall become effective and binding upon the parties, it must be approved by COUNTY'S Board of Supervisors and CITY'S Council, and then filed with the Cochise County Recorder. In the event that either party fails or refuses to approve this Agreement, it shall be null and void and of no effect whatsoever.

IN WITNESS WHEREOF, the COUNTY has caused this instrument to be executed by Chairman of its Governing Board and attested to by the Clerk of said Board; and the CITY has caused this agreement to be executed by its Council on the 12th day of October, 2006.

APPROVED:

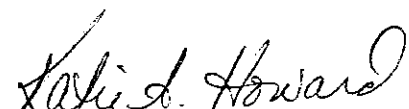
COUNTY OF COCHISE:

By: 
RICHARD SEARLE
Chairman

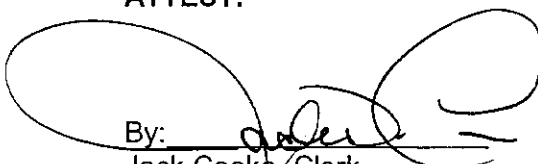
CITY OF SIERRA VISTA:

By: 
THOMAS J. HESSLER
Mayor

ATTEST:

By: 
Katie Howard, Clerk
Board of Supervisors

ATTEST:

By: 
Jack Cooke, Clerk
City of Sierra Vista

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APPROVED AS TO FORM AND WITHIN THE POWER AND AUTHORITY GRANTED
BY THE LAWS OF THE STATE OF ARIZONA TO THE CONTRACTING AGENCIES:

APPROVED:
COUNTY OF COCHISE

By: _____

Deputy County Attorney

APPROVED:
CITY OF SIERRA VISTA

By: _____

City Attorney

APPROVED:
SUPERIOR COURT IN AND FOR
THE COUNTY OF COCHISE

By: _____

Thomas Collins
Presiding Judge



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OFFICIAL RECORDS
COCHISE COUNTY
DATE 11/21/06 HOUR 1
REQUEST OF
COCHISE COUNTY BOARD OF SUPV
CHRISTINE RHODES-RECORDER
FEE : PAGES : 7

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